

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE 1 OF 143 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. NNA15538623R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 6/24/2015	6. REQUISITION/PURCHASE NO. 4200538623
7. ISSUED BY NASA Ames Research Center Attn: Uyen Tu, M/S 241-1 Moffett Field, CA 94035-0001		CODE JAI	8. ADDRESS OFFER TO (If other than Item 7) NASA—Ames Research Center; Attn: Uyen Tu Mail Stop 241-1; Bldg. 241, Rm. 207; P.O. Box 1 Moffett Field, CA 94035-0001		

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in both original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Building 241, Room 207** until **Monday, July 27, 2015 at 4:00 p.m. PST**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Uyen K. Tu	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-4958	C. EMAIL ADDRESS Uyen.K.Tu@nasa.gov
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(✓)	SEC	DESCRIPTION	PAGE(S)	(✓)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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	B	SUPPLIES OR SERVICES AND PRICE/COST			M	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. AREA CODE NUMBER EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD), Accounts Payable Bldg. 1111, C Road Stennis Space Center, MS 39529-6000 NSSC-AccountsPayable@nasa.gov		NSSC
26. NAME OF CONTRACTING OFFICER (Type or print) Jill Willard, Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

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PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is a single award Firm Fixed-Price (FFP) hybrid contract consisting of contract line items (CLINs) for phase-in, contract management, and Indefinite Delivery Indefinite Quantity (IDIQ). Contract task orders (CTOs) will be issued against the IDIQ CLIN. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement set forth in Section C.

Table B.1A - Base Period

Item (CLIN) No.	Description	Quantity	Unit	Price
BASE PERIOD				
01A*	30-Day Phase-In Period as set forth in Section F, paragraph F.2(a)	1	Job	\$ _____
01B*	Contract Management, Base Period, as set forth in Section F, paragraph F.2(b)	1	Job	\$ _____
01C	Ames Professional Administrative Support Services (APASS), IDIQ Requirement, Base Period as set forth in Section F, paragraph F.2(b)	TBD	CTOs	See Table of Cumulative Contract Task Order Values (Attachment J.1(a)5)

*Base Period – Only Contract Line Item Nos. (CLINs) 01A (Phase-In) and 01B (Contract Management) will be initiated at time of contract award.

(b) **OPTION PERIODS.** If Option Periods are exercised pursuant to FAR 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C.

Table B.1B - Option Periods

Item (CLIN) No.	Description	Quantity	Unit	Price
OPTION PERIOD 1				
02A	Contract Management, Option Period 1, as set forth in Section F, paragraph F.2(c)	1	Job	\$ _____
02B	Ames Professional Administrative Support Services (APASS), IDIQ Requirement, Option Period 1, as set forth in Section F, paragraph F.2(c)	TBD	CTOs	See Table of Cumulative Contract Task Order Values (Attachment J.1(a)5)

	OPTION PERIOD 2			
03A	Contract Management, Option Period 2, as set forth in Section F, paragraph F.2(d)	1	Job	\$_____
03B	Ames Professional Administrative Support Services (APASS), IDIQ Requirement, Base Period as set forth in Section F, paragraph F.2(d)	TBD	CTOs	See Table of Cumulative Contract Task Order Values (Attachment J.1(a)5)

(c) CLINS 01C, 02B, and 03B will be issued by the Contracting Officer as IDIQ FFP task orders in accordance with Clause H.2, NFS 1852.216-80, TASK ORDERING PROCEDURE (OCT 1996).

(END OF CLAUSE)

B.2 NFS 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

(a) PHASE-IN PERIOD

The total firm fixed price for CLIN 01A of this contract is: \$_____

(b) BASE PERIOD

The total firm fixed price for CLIN 01B of this contract is: \$_____

(c) OPTION PERIOD 1

The total firm fixed price for CLIN 02A of this contract is: \$_____

(d) OPTION PERIOD 2

The total firm fixed price for CLIN 03A of this contract is: \$_____

(END OF CLAUSE)

B.3 INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT VALUE / LIMITATIONS

The minimum contract value of work that will be ordered under this contract is \$100,000. The maximum total contract value of work that can be ordered under this contract is \$20,000,000.

The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed \$2,000,000 or 10% of the original \$20,000,000 maximum amount.

(END OF CLAUSE)

B.4 INDEFINITE DELIVERY INDEFINITE QUANTITY FIRM FIXED-PRICE RATE PROVISION

(a) The purpose of this clause is to set forth the Not-to-Exceed Firm-Fixed Priced fully burdened labor rates (direct, indirect, and profit rates) for the contract, as identified in Attachment J.1(a)3, Pricing Template Workbook, Exhibit 3 “Fully Burdened Rates Summary Template, Years 1-5”, to be used in subsequent negotiations of IDIQ FFP contract task orders (CTOs), in accordance with the task ordering procedures set forth in this contract

The Contractor shall use the Schedule of Rates set forth in Attachment J.1(a)3 for establishing the price for each CTO issued. The Contractor may propose rates less than, but not exceeding, the Not-to-Exceed Firm-Fixed Priced Schedule of Rates. Contingent upon approval by Contracting Officer, the rates may be subject to change, when an updated Wage Determination is issued, through bilateral agreement(s) between the Government and the contractor. Any such changes to the rates shall not be used to retroactively change any prior negotiated CTO agreements, unless an updated Wage Determination has been issued.

Labor categories may be added upon bilateral agreement provided the requirements warrant additions. Firm Fixed Price rates may be subject to change in accordance with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

(b) In accordance with Section I FAR clause 52.216-22, Indefinite Quantity, a CTO may be issued at any time within the period specified in clause B.5, Ordering Period.

(END OF PROVISION)

B.5 ORDERING PERIOD

The period of performance for issuing task orders under this contract is for twenty three (23) months from the effective date of the Base Period of the contract. This contract also includes one 1-year option period and one 2-year option period, if exercised by the Government. Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C.1 SPECIFICATIONS/STATEMENT OF WORK**

In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein. The Contractor shall provide Professional Administrative Support Services as specified in Section B in accordance with the Statement of Work incorporated in Section J as Attachment J.1(a)1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING**D.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the following addresses:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIP MENT

Note: Specific Packaging, Handling, and Transportation Instructions will be listed at the Task Order Level if required.

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the following addresses:

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I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the following addresses:

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NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE**(a) PHASE-IN PERIOD**

The Phase-in Period for this contract shall be for thirty (30) days beginning on the effective date of this contract.

(b) BASE PERIOD

The Base Period of this contract shall begin at the end of the Phase-In Period through twenty four (24) months after the effective date of this contract. Therefore, the Base Period of performance shall be twenty three (23) months.

(c) OPTION PERIOD 1

If exercised, the period of performance of Option 1 of this contract shall be 12 months from the end of the Base Period.

(d) OPTION PERIOD 2

If exercised, the period of performance of Option 2 of this contract shall be 24 months from the end of Option Period 1.

(END OF CLAUSE)

F.3 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

Ames Research Center
Contract "TBD"
Moffett Field, CA 94035-1000
Attn: (Name of the Contracting Officer's Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, *Delivery of Reports*.

(END OF CLAUSE)

F.4 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Attachment J.1(a)2, Contract Data Requirements List. Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.5 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at other locations as directed by the Ames Research Center Contracting Officer.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE**

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I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.216-90	AUG 2014	ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING
1852.242-70	SEP 1993	TECHNICAL DIRECTION
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.245-70	JAN 2011	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY
1852.245-71	JAN 2011	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALT I) (JAN 2011)
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	OCT 1988	LIST OF GOVERNMENT-FURNISHED PROPERTY
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-79	JAN 2011	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT VALUE
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF CLAUSE)

G.2 ARC 52.232-90 SUBMISSION OF INVOICES (JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-25, Prompt Payment (JUL 2013) clause:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email at NSSC-AccountsPayable@nasa.gov or fax at 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This Contract ☒ does ☐ does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the following addresses:

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NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.236-13	NOV 1991	ACCIDENT PREVENTION (ALT I) (Insert: "See Attachment J.1(a)2, Contract Data Requirements List item 4" in paragraph (f)(1))

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (Insert: "NASA Ames Research Center" in paragraph (b))

(END OF CLAUSE)

H.2 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a Not-To-Exceed price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) The Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
- (1) Contract number, task order number, and date of the order.
 - (2) Total price.
 - (3) Total price paid to date for each issued task.
 - (4) Price estimated to completion for each issued task.
 - (5) Significant issues/problems associated with the task.
 - (6) Price summary of all tasks issued under the contract.

(END OF CLAUSE)

H.3 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items through TBD, the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds

and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(END OF CLAUSE)

H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBD

(END OF CLAUSE)

H.5 NFS 1852.242-72 OBESERVANCE OF LEGAL HOLIDAYS (AUG 1992) (ALT I) (SEP 1989) (ALT II) (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(END OF CLAUSE)

H.6 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

H.7 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)

(a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

H.8 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) Data submitted to the Government with limited rights or restricted rights notices;
- (2) Data of third parties which the Government has agreed to handle under protective arrangements;
and
- (3) Data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) Not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) Refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) Return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

H.9 ARC 52.227-96 HANDLING OF DATA (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

H.10 ARC 52.227-97 DATA RIGHTS AND SUBCONTRACTING (MAY 2013) (MODIFIED JUN 23, 2015)

- (a) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.
- (b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.
- (1) Except as provided in (b)(2) below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - (2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor.
 - (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether

development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- (c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.
- (1) Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - (2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:
 - (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- (d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
- (e) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the

contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.

- (f) It is anticipated that Contractor will receive access to and produce the following categories of sensitive Government and Third-Party proprietary information/data received and/or produced which are subject to the handling and non-disclosure provisions of Clauses H.8, Handling of Data, and H.9, Management and Protection of the Data: Sensitive Government data or third-party proprietary information/data received when preparing documents related to NASA collaboration agreements, New Technology Reports, Technical writings, NASA presentations, NASA policies, and any other types of technical report.
- (g) FAR Clause 52.227-17, Rights in Data – Special Works, applies to the following categories of Contract deliverables: plans, web sites, and documents including, but not limited to, drafted/edited flowcharts, technical documents, manuals/instructions/processes and NASA presentations.

(END OF CLAUSE)

H.11 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

H.12 ARC 52.230-90 CONTRACTOR PURCHASING (JAN 2012)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

H.13 ARC 52.231-90 SEVERANCE PAY (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.14 NON-PERSONAL SERVICES (MAY 2012)

- (a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

H.15 INFORMATION AND DATA PROTECTED UNDER HIPAA AND THE PRIVACY ACT

The Contractor shall manage, protect, and handle all information and data protected under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act (5 U.S.C. § 552a) in accordance with the requirements of H.8 and H.9 above.

(END OF CLAUSE)

H.16 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

Volume I, Management Approach, and Volume III, Price, of the Contractor's proposal, including revision(s), submitted in response to the solicitation entitled "Ames Professional Administrative Support Services (APASS)", are hereby incorporated into this contract by reference.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the following addresses:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.203-16	DEC 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.210-1	APR 2011	MARKET RESEARCH

52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-22	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT
52.215-23	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-27	NOV 2011	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	ARIL 2015	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	ARIL 2015	EQUAL OPPORTUNITY
52.222-35	JUL 2014	EQUAL OPPORTUNITIES FOR VETERANS
52.222-36	JUL 2014	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES
52.222-37	JUL 2014	EMPLOYMENT REPORTS ON VETERANS
52.222-38	SEP 2010	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	MAY 2014	SERVICE CONTRACT LABOR STANDARDS
52.222-43	MAY 2014	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-50	MAR 2015	COMBATING TRAFFICKING IN PERSONS
52.222-54	AUG 2013	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	MAY 2014	BUY AMERICAN ACT-SUPPLIES
52.225-2	MAY 2014	BUY AMERICAN ACT CERTIFICATE
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-14	MAY 2014	RIGHTS IN DATA – GENERAL (ALTS. II & III) (DEC 2007)
52.227-15	DEC 2007	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <u>To Be Completed by Offeror:</u> Insert page # and proposal date in 1 st sentence.
52.228-5	JAN 1997	INSURANCE- WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-5	MAY 2014	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	MAY 2014	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.232-34	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN SYSTEM FOR AWARD MANAGEMENT (<i>Insert: "no later than 15 days prior to submission of the first request for payment" in paragraph (b)(1)</i>)
52.232-40	DEC 2013	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	MAY 2014	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY

52.243-1	AUG 1987	CHANGES – FIXED PRICE. – Alternate II (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2015	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	NOV 2011	OMBUDSMAN
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-14	MAY 2014	RIGHTS IN DATA – GENERAL
1852.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION
1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY

(END OF CLAUSE)

I.2 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the Base Period through the period of performance of the contract, including Options, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(END OF CLAUSE)

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$2,500,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period

stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after 12 months from the end date of the contract.

(END OF CLAUSE)

I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(END OF CLAUSE)

I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Contract Job Title	NASA/OPM Job Title	Grade	Monetary Wage -- Fringe Benefits
Administrative Asst. I	318 – Secretary (Office Automation)	05	\$37,818 - \$49,166
Administrative Asst. II	318 – Secretary (Office Automation)	07	\$46,846 - \$60,895
Administrative Asst. III	301 – Administrative Support Specialist	09	\$57,302 - \$74,489
Event Planner	301 (there is no OPM series for this exact title)	11	\$69,329 - \$90,129
Technical Writer and Editor	1082 – Writer/Editor	13	\$98,815 – \$128,457
Librarian	1410/1421 – Librarian / Archiving Specialist	13	\$98,815 – \$128,457
Librarian Technician	1411 – Librarian Technician	09	\$57,302 - \$74,489
Personnel Assistant	203 – Human Resource Assistant	09	\$57,302 - \$74,489
Training Systems Administrator	201 – Human Resources Specialist	11	\$69,329 - \$90,129
Leadership and Training Specialist	201 – Human Resources Specialist	13	\$98,815 – \$128,457

Fringe Benefit Broken Out (*)

ARC FY15 Benefits CSRS/FERS %	CSRS	FERS
FGLI	0.1%	0.1%
TSP		4.7%
Retirement (CSRS)	7.0%	
FEHB (Health)	6.5%	5.9%
FERS OASDI		13.1%
Fed Hosp Ins Tax (FHIT)	1.5%	
Soc Sec		5.8%
Benefits Total	15.1%	29.7%
FY15 ARC Average Benefit Cost	FY15 (projection)	
FGLI	0.1%	
TSP	3.9%	
Retirement (CSRS)	1.2%	
FEHB (Health)	6.1%	
FERS OASDI	10.9%	
Fed Hosp Ins Tax (FHIT)	0.2%	
Soc Sec	5.5%	
Benefits Total	27.9%	

(*) ARC: Ames Research Center
 CSRS: Civil Service Retirement System
 FEGLI: Federal Employees' Group Life Insurance

FEHB: Federal Employees Health Benefits
FERS: Federal Employees Retirement System
FY: Fiscal Year
OASDI: Old Age, Survivors and Disability Insurance
TSP: Thrift Savings Plan

The paid holidays provided by law to Federal employees are:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

The amount of vacation or paid leave provided by law that would be given to Federal employees is as follows:

1. Two hours of annual leave each week for an employee with less than three years of service.
2. Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
3. Four hours of annual leave each week for an employee with fifteen or more years of service.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

(END OF CLAUSE)

I.7 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the clause.

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages
1	Statement of Work (to be incorporated into the contract as Attachment J.1(a)1)	June 22, 2015	7
2	Contract Data Requirements List (to be incorporated into the contract as Attachment J.1(a)2)	June 22, 2015	6
3	Pricing Template Workbook (to be incorporated into the contract as Attachment J.1(a)3)	June 22, 2015	11
4	Government Furnished Property List * (to be incorporated into the contract as Attachment J.1(a)4)	TBD	TBD
5	Table of Cumulative Contract Task Order Values * (to be incorporated into the contract as Attachment J.1(a)5)	TBD	TBD
6	Contractor's Property Management Plan* (to be incorporated into the contract as Attachment J.1(a)6)	TBD	TBD
7	Contractor's Safety and Health Plan* (to be incorporated into the contract as Attachment J.1(a)7)	TBD	TBD
8	Contractor's Information Technology (IT) Security Plan* (to be incorporated into the contract as Attachment J.1(a)8)	TBD	TBD
9	Wage Determination No. 2005-2061, Revision -15	December 22, 2014	10
10	Acronyms List (to be incorporated into the contract as Attachment J.1(a)10)	June 22, 2015	5

*To be incorporated at time of contract award or by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment	Title	No. of Pages
1	Proposal Cover Sheet (JA 038)	1
2	Contract Facilities Capital Cost of Money (DD Form 1861 and Form CASB-CMF)	2
3	Past Performance Questionnaire	15
4	Standard Labor Categories and Descriptions	5

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the following addresses:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.225-25	DEC 2012	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN— REPRESENTATION AND CERTIFICATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None Included by Reference.		

(END OF PROVISION)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.
- (2) The small business size standard is \$7.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this

provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- ☐ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- ☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).
- ☐ (vi) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

- (d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to

this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(END OF PROVISION)

K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(END OF PROVISION)

K.5 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) (ALT I) (MAY 2014)

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States

and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is \$7.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The Offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint

venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The Offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(END OF PROVISION)

K.7 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that—

(a) It has [], has not [] participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has [], has not [] filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

K.8 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that—

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

K.9 FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspend.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

Provisions at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	JUL 2013	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-20	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (ALT IV) (OCT 2010) Fill in: See L.8(b) Price Proposal (Volume II)
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.232-38	JUL 2013	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-10	MAR 2015	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.233-70	OCT 2002	PROTESTS TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION (ALT I) (JAN 2011)
1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY

(END OF PROVISION)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a single award Firm Fixed-Price (FFP) hybrid contract consisting of contract line items (CLINs) for phase-in, contract management, and Indefinite Delivery Indefinite Quantity (IDIQ) that will result from this solicitation.

(END OF PROVISION)

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Uyen Tu at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
Attn: Uyen Tu, M/S 241-1
Building 241, Room 207
Moffett Field, CA 94035-0001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

L.4 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF PROVISION)

L.5 NFS 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DEC 1988)

(a) Instead of a pre-proposal conference, ARC will be conducting 45-minute one-on-one meetings with interested parties to be scheduled the week of 07/06/2015. Meetings may be conducted in-person or in form of video-conferencing. If an interested party would like to have a meeting, the interested party needs to request the meeting by 06/30/2015 at 4:00 p.m. PST, via email to Uyen.K.Tu@nasa.gov. The request

must include the names and titles of the individuals who will be attending, and the desired form of meeting (in-person or video-conferencing).

(b) Requesting and attending a one-on-one meeting is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

L.6 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity

Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
	Original	Additional	Electronic
Cover Letter Includes all information found in Section L.6 (b)(2)	1	3	3
Vol. I, Management Approach Proposal	1	3	3
Vol. II, Past Performance Proposal	1	3	3
Vol. III, Price Proposal	1	4	4

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- If applicable, include a complete description and documentation for teaming or other such business arrangements as discussed above at L.6(a).

- A completed response to Section B, Clause B.1, "SUPPLIES/SERVICES TO BE PROVIDED," for CLIN 01A, Phase-In Price.
- A completed response to Section B, Clause B.1, "SUPPLIES/SERVICES TO BE PROVIDED," for CLINs 01B, 02A, and 03A, Contract Management Price.
- A completed response to Section I.1 FAR Clause 52.227-23, RIGHTS TO PROPOSAL DATA (TECHNICAL)
- A statement that the proposal is firm for a period of not fewer than 120 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to the SOW or any of the terms and conditions.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section H.3 NFS clause 1852.235-71, "KEY PERSONNEL AND FACILITIES".
- A completed response to Section L.1, NFS clause 1852.245-80, "GOVERNMENT PROPERTY MANAGEMENT INFORMATION".
- A listing of the status of the most recent reviews of the Offeror's management system(s) (e.g., purchasing, accounting, property, estimating). Your listing must clearly identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The Offeror shall provide copies of the approvals. Provide the Defense Contract Management Agency (DCMA) point of contact; include name, address, phone number and email address.

The Cover letter shall be compatible with Microsoft Word 2013 and Portable Document Format (PDF).

(3) All proposal volumes shall be submitted to the address specified no later than the date and time prescribed in Block 9 of the SF33.

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.7, "Proposal Page Limitations."

(5) Submission shall consist of quality, virus-scanned, virus-free CD-R/CD-RW or USB sticks with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB sticks. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered the intended data. It is preferred that all data/information be provided in one file. However, if the information requires more than one file, all files shall be saved in one directory. No two files or folders shall have the same file name.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

(c) Management Approach Proposal (Volume I). Volumes I, Management Approach Proposal, shall be compatible with Microsoft Word 2013. The Management Approach factor describes the Offeror's approach for the day-to-day management of the total contract and the extensive range of services delineated in the SOW.

(d) Past Performance Proposal (Volume II). Volumes II, Past Performance Proposal, shall be compatible with Microsoft Word 2013. The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(e) Price Proposal (Volume III). Volumes III, Price proposal, shall be compatible with Microsoft Excel 2013 and Microsoft Word 2013 (supporting narrative). Electronic spreadsheets in word processing and PDF formats are not acceptable. All electronic spreadsheets shall be self-calculating and shall not contain hidden cells, be locked/protected or secured by password. The Offeror shall explain any absolute values. Price proposal must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.7 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Slide/Page Limit ¹
Cover Letter	Written— No limit (pages must be numbered)
Volume I — Management Approach Proposal	Written— 50 Pages (pages must be numbered)
(a) Organizational Structure and Contract Management	Included in Page Limit above
(b) Staffing, Recruitment, Retention, and Training Plan	Included in Page Limit above
(c) Phase-in Plan	Included in Page Limit above
Volume II — Past Performance Proposal (see Note 1)	Written— 25 Pages (pages must be numbered)
Volume III — Price Proposal	Written— No limit (pages must be numbered)

Note 1: The total number of pages for Volume II, Past Performance, does not include completed Past Performance Questionnaires submitted by references. There is no limit to length of Past Performance Questionnaire responses. Past Performance Questionnaires responses are due no later than five (5) business days prior to proposal due date.

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point, applied for all texts, diagrams, graphics, charts, tables, photographs tables, illustrations, headers and footers. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of specified limitations will not be evaluated by the Government. The Contracting Officer shall return one copy of the excess pages removed from any Volume in the proposal to the Offeror, advising the Offeror that its proposal was over the limit, and thus, those excess pages will not be evaluated. The Contracting Officer shall retain one copy of each Offeror's complete proposal in the official contract file and annotate any excess proposal pages that were not evaluated and returned to the Offeror.

¹ Paragraph L.7(c) identifies the materials to be submitted that do not affect this limit.

(END OF PROVISION)

L.8 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on the evaluation of the following factors:

- Management Approach
- Past Performance
- Price

Proposals shall be submitted in a format that follows the instructions specified in Sections L.6 and L.7. Only information pertinent to the factors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and sub-factors in Section M.3.)

(a) Management Approach Proposal (Volume I).

The Offeror shall describe its management approach to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract. The Offeror's Management Approach proposal shall contain the information requested below:

A. Organizational Structure and Contract Management.

The Offeror shall describe its organizational structure and contract management approach to performing the functions in the SOW, including rationale for the following:

- How the Offeror's organizational structure maximizes service delivery while maintaining communication and coordination of all performing entities. If the Offeror proposes multiple organizations as being involved in conducting this work, the Offeror shall explain each of their relationships during the effort and identify and integrate their proposed contributions to the work into each part of the proposal, as appropriate. Offerors are directed to FAR 52.219-14, "Limitation on Subcontracting," in Section I of the Contract. If the Offeror proposes a subcontractor arrangement, then the Offeror shall respond to Section L.9 SBA Ostensible Subcontractor Rule Information in L.6(b)(2).
- The Offeror's responsibilities, functions and levels of autonomy within the organization, as well as the proposed lines of communications between all organizational elements, subcontractors, and the Center customers.
- The Offeror's method for managing the contract in an integrated, coherent and efficient manner. Describe efficiencies that may result from integration and provide method(s) for managing and coordinating communications between SOW areas.

B. Staffing, Recruitment, Retention, and Training Plan.

The Offeror shall provide the following:

- Approach and rationale for staffing this contract including methods to attract, recruit, hire, train, and retain qualified management personnel as well as certified, trained, and qualified personnel to meet all contract requirements. The Offeror's proposed approach shall also address short notice changes in requirements, employee retention, corporate knowledge retention, morale, productivity, and methods for evaluating employee performance.
- Approach to ensure continuity of services during personnel absences due to sickness, leave, and voluntary or involuntary termination from employment such that disruption to mission accomplishment is minimal.

C. Phase-In Plan.

The Offeror shall describe its management approach for contract phase-in and its process for responding to task order requests in the phase-in period. The plan shall include the following:

- A weekly schedule of transition activities and completion dates for ensuring the schedule is met and deliverables meet performance standards
- Approach(es) to ensure efficient continuation of operations during contract turnover.
- Identification of risks associated with all significant phase-in activities and a mitigation approach for each risk.

NOTE: It is estimated that approximately 10 – 15 task orders will be issued within the 30-day Phase-In period.

(b) Past Performance Proposal (Volume II).

The goal of this factor is to obtain information regarding the Offeror and major subcontractors' Statement of Work Relevance, Quality of Performance, Contract Phase-In experience, Contract Management and Administration experience, Standardization and Innovation, and Additional Information. "Major Subcontractor" is defined as a subcontractor with a proposed subcontract or subcontracts under the Offeror's proposal, valued at a yearly average of \$1,000,000 or more over the life of the contract.

Past performance consists of work performed by the contractor, or a major subcontractor, within the past five (5) years, or active (underway at least one year), that is similar in size as well as comparable in content and complexity to the requirements of this solicitation.

"Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies. Newly formed business entities, submitting the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s), shall also submit a thorough and clear explanation of why such information should be considered predictive of the Offeror's performance under a contract resulting from this solicitation.

Offerors who are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance shall only be considered to the extent that the proposal clearly demonstrates that the resources of the other companies will affect the Offeror's performance on the proposed contract.

If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

The Past Performance Proposal shall include the following:

(1) A list of three (3) relevant contracts for the Offeror and 3 relevant contracts for each major subcontractor. A relevant contract is defined as a government or industry contract that the Offeror, as well as any major subcontractor has held within the past five (5) years, or active (underway at least one year), for requirements that are similar in size, work content, and complexity to the requirements of this solicitation. These contracts shall demonstrate the Offeror's (and each major subcontractor) capabilities to perform this requirement. The list shall contain the following information (within the page limits established in Section L.7).

- Contract Title
- Contract Number
- Contracting Agency/ Private Company
- Points of Contact (POC) in the program and contracting offices, including accurate telephone numbers and e-mail addresses
- Contract Type
- Method of Competition / Set-Aside
- Contract Period of Performance (beginning and ending dates)
- Contract Value (awarded value, current or final value if completed)
- Indicate if company was the prime or a subcontractor
- Average number of concurrent tasks (for task order contract)
- Total number of employees currently assigned to the contract

(2) The Government reserves the right to request additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity; in others, an Offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

(3) Specific information is required from the Offeror and proposed major subcontractors' past and active customers as identified below.

A. Information Provided by Offerors and Major Subcontractors.

Information regarding Statement of Work Relevance, Quality of Performance, Contract Phase-In experience, Contract Management and Administration experience, Standardization and Innovation, and Additional Information shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see L.8(b)(1)). The Offeror and major subcontractors shall address the following:

STATEMENT OF WORK RELEVANCE:

- Description of contract work content in Table L.8-1, mapped to the Statement of Work in this RFP where applicable; and a narrative for each referenced contract describing how the work that the Offeror performed under the contract is relevant to the work required by the Statement of Work on this solicitation, considering the size, work content and complexity of the work performed under each referenced contract.

Table L.8-1

Place an 'X' in the appropriate column: Statement of Work Section	Amount of Work Performed (*)			
	E	M	S	N/A
Contract Management and Administration – Provided contract administration including detailed task proposals to the Government, management of multiple interrelated task orders, property management, and risk management; Provide a well-defined, stable organizational structure with clear lines of authority; Provided procedures and management supervision to ensure contract compliance and performance quality; Provided resource tracking and acquisition.				
General Administrative Support - Provided support service including office activities coordination, action tracking, preparation of end-user procurement documentation (e.g. purchase requests and purchase card support, contract/grant administration), data entry, travel authorization and voucher processing, visitor processing, correspondence management, metric collection, human resources administration support, staffing relocation, and budget activities.				
Event Support - Provided event management including: administrative, logistical and general conference support services to plan and conduct official conferences, symposia, colloquia, peer reviews, workshops, seminars, classes, receptions, banquets, award ceremonies and other recognition events, and meetings both on and off-site; staff and manage event facilities.				
Technical Writing/Editing - Provided technical support to create, edit, and update documentation in support of various organizations, programs, and projects. This support includes but is not limited to coordinating input, assembling, compiling, organizing, and editing documentation. Provided professional reviews, assessments and recommendations pertaining to the quality of document content in terms of readability and communication of information.				
Technical Library Services - Provided support to a Technical Library to include: the continued development of a digital library; information desk services; processing materials requests; content management; acquisitions/cataloging; digitization; ingest; and dissemination.				
Human Resource Services – Provided services of planning, recruitment and internal placement, position classification, personnel actions, award and recognition, employee development, training, higher education, employee relations, staff relocation, outplacement, function review/integration services and worker's compensation.				
Other types of support in your contract which are not listed above	E	M	S	N/A

(*) Notes:

- E** Extensive amount of work was performed under your contract
M Moderate amount of work was performed under your contract
S Small amount of work was performed under your contract

N/A Work was not performed under your contract

- Any changes in the contract dollar value throughout the life of the contract and reasons of changes.

QUALITY OF PERFORMANCE:

- Approach(es) to accomplish requirements (performance, schedule, deliverables) and to cope with changes in requirements or changes in priority
- Understanding of the nature of the requirements and the disciplines (skill mix) required to accomplish them
- Identification and resolution of problems
- Effectiveness of organizational structure, span of control, and escalation procedures in providing successful performance.
- Relevant experience in maintaining materials/spares, and current database inventory documentation
- Relevant experience in supporting the implementation of new technology, process or protocol

CONTRACT PHASE-IN:

- Relevant experience in generating, defining, and negotiating a large number of contract changes or task orders during contract transition.
- Relevant experience in retention of current contract personnel and the recruitment of new personnel with the appropriate skills and expertise to complete the contract requirements.

CONTRACT MANAGEMENT AND ADMINISTRATION:

- Relevant experience in simultaneous management of multiple and diverse project/tasks/workforce from planning through execution phases
- Ability to assess and re-assign staff, sometimes on short notice, based on changes of contract requirements.
- Relevant experience in flow-down of requirements to subcontracts and method for monitoring subcontract performance
- Relevant experience in handling of data (including Sensitive But Unclassified (SBU) Controlled Information); safety, health, and environmental procedures; and IT security requirements/clauses.
- Relevant experience in management of Government provided properties and equipment.
- Relevant experience in internal training to employees to meet the contract or task order requirements.

STANDARDIZATION AND INNOVATION:

- Relevant experience in innovations to improve contract performance (i.e. ideas, managerial and working concepts, practices, processes, devices, systems, structures, policies)
- Relevant experience in standardization of administrative services

- Relevant experience in streamlining operations to improve efficiency, eliminate duplication, maximize productivity and cost savings
- Relevant experience in implementation of best practices and lessons learned

ADDITIONAL INFORMATION:

- Describe any significant awards, certifications, and recognitions received.

The Offeror may submit additional information at its discretion (within the page limits established in Section L.7) if it considers such information necessary to establish a record of relevant performance.

Past performance information may also be obtained through the Federal Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

B. Past Performance Questionnaire.

The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government no later than five (5) business days prior to proposal due date. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Part 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Representative of **no more than three (3) relevant** completed (completed within the last *five* years) or active (underway at least one year) contracts. All Past Performance Questionnaires shall be submitted by sources from the L.8(b)(1) list above. The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than five (5) business days prior to proposal due date.
3. Each Offeror and major subcontractor shall provide NASA Ames Research Center Contracting Officer a list of contracts from whom Offerors have requested past performance information ten (10) business days prior to proposal due date, via email to Uyen.K.Tu@nasa.gov.

(c) Price Proposal (Volume III)

A. GENERAL INSTRUCTIONS.

(1) The Government assumes that adequate cost/price competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1).

(2) For the purposes of verifying compliance with Wage Determination (WD) requirements, Limitations on Subcontracting, and pricing future modification(s) to the resultant contract, Offerors are required to submit Information Other than Cost or Pricing Data pursuant to FAR 15.403-3.

(3) To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Price Proposal that is suitable for evaluation. A price proposal that is suitable for evaluation shall:

- a) Be submitted in one volume labeled "Volume III - Price Proposal."
- b) Explain in detail all pricing and estimating techniques;
- c) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Committee's (SEC's) understanding and ability to mathematically verify these estimating tools;
- d) Comply with FAR Clauses 52.222-41, Service Contract Labor Standards and 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts);
- e) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- f) Include a narrative portion that explains all judgmental elements of price including any proposed price ceilings and team profit sharing arrangements; and
- g) Include all templates required in this RFP.

(4) Price Proposals shall be submitted using Government provided pricing templates described below. The templates are included as J.1(a) Attachment 3, Pricing Template Workbook, Exhibits 1-11.

(5) The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. If contract years cross Offeror fiscal years, show how fiscal year rates were apportioned to establish contract year rates. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

(6) For pricing purposes, the Prime Offeror must provide information in the pricing templates for **all** major subcontractors when applicable, unless otherwise stated. "Major Subcontractor" is defined as a subcontractor with a proposed subcontract or subcontracts under the Offeror's proposal, valued at \$1,000,000 or more for the five year inclusive effort.

(7) In addition to the Prime Offeror submitting a Volume III, Price Proposal, for any Major Subcontract that has a potential estimated total value in excess of \$1,000,000 for the five year inclusive effort, a Volume III, Price Proposal must be provided following the subsequently specified format.

(8) Prospective subcontractors shall submit Price Proposals through the Prime Offeror. If a subcontractor does not wish to reveal proprietary data to the Prime Offeror, it may provide its fully detailed Price Proposal in a sealed envelope and also provide a "sanitized" version to the Prime Offeror showing its proposed fully burdened labor rates, but not the data leading to the development thereof. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

(8) A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, sick leave, holiday, etc.).

(9) All proposed prices provided shall be rounded to the nearest dollar. All fully burdened labor rates shall be rounded to the nearest penny, \$xx.xx. All rates indirect cost rates (percentages) shall be to the second decimal place, xx.xx%.

B. SPECIFIC INSTRUCTIONS.

(1) **Proposal Cover Sheet:** The Offeror shall properly complete JA Form 038, Attachment J.1(b)1. The proposal cover sheet shall be signed by an official authorized to contractually bind your company.

(2) **Standard Labor Categories (SLCs):** The Offeror will develop its proposed prices using its estimating system. For the Contract Management task (CLINs 01B, 02A and 03A), it is the Offeror's responsibility to acquire an understanding of the complexities of the work necessary to successfully meet APASS requirements. Accordingly, the Offeror must propose the resources to successfully meet these requirements. The Offeror shall list its proposed labor categories for the Contract Management task under the "Other Categories" section of the pricing exhibits.

For the IDIQ pricing model (CLINs 01C, 02B and 03B), the Offeror shall map its labor categories to the SLCs using the guidelines provided (see Attachment J.1(b)4). SLCs are intended to broadly group proposed labor into a manageable number of categories.

(3) **The Government intends to award the phase-in CLIN 01A and Contract Management CLIN 01B at the time of Contract Award. The IDIQ pricing model is only for the purpose of evaluation of the Offeror's proposed fully burdened labor rates and does not represent an actual task order.**

(4) **Proposal Cover Sheet:** A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, Attachment J.1(b)1, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind the Offeror's

company. Proper completion includes entering the Offeror's Commercial and Government Entity (CAGE) code in the first box at the top of the cover sheet as well as identification of the cognizant Defense Contract Audit Agency (DCAA) office, the cognizant Defense Contract Management Agency (DCMA) office and, in the reference columns, the pricing information submitted.

(5) Electronic Pricing Model (EPM) File:

Format: In order to achieve standardization, the Electronic Pricing Model includes one (1) workbook entitled Pricing Template Workbook (J.1(a)3). The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposed Salaries and Wages
- Exhibit 2:** Fully Burdened Rates Development Template, Years 1-5
- Exhibit 3:** Fully Burdened Rates Summary Template, Years 1-5
- Exhibit 4:** Summary Price Template – Contract Management
- Exhibit 5:** Summary Price Template – IDIQ Pricing Model
- Exhibit 6:** Incumbency Assumptions
- Exhibit 7:** Minor Subcontractor Template
- Exhibit 8:** Fringe Benefits Analysis of Compensation Package
- Exhibit 9:** Personnel and Fringe Benefits Policies
- Exhibit 10:** Phase-In Template
- Exhibit 11:** Schedule of Subcontracts

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: The EPM shall not be locked/protected or secured by passwords.

(6) Price Proposal Organization: The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the price proposals. In addition to the hardcopy requirements of the preceding section, each prime and major subcontractor is required to submit its EPM and any other electronic cost data, including formulas, on electronic media as addressed in paragraph L.6(b)(5).

(7) Price Templates Instructions:

a) Exhibit 1, Proposed Salaries and Wages: Required of both Prime Offeror and Major Subcontractors

In the "LABOR CATEGORY – Offeror's Category" column, list all the labor classifications included in the proposal, by titles from the Offeror's estimating system. For labor categories proposed under the IDIQ pricing model, each of the Offeror's labor categories shall be mapped to one of the Government Standard Labor Categories. For labor categories exclusive to the Contract Management requirement the Offeror should enter its proposed labor category title in both columns under "Other Categories."

The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors or subcontractors. Incumbent contractors or subcontractors are to include the actual average current direct labor rate for each category where current incumbent employees are proposed to continue performing the work on the new contract.

The "Contract Year 1 Proposed Labor Rate" is the Offeror's proposed composite labor rate starting in Contract Year 1.

In the "WYE" column the Offeror shall include all proposed WYE per labor category.

In the "Proposed Labor Escalation %" columns, the Offeror shall enter its proposed annual labor escalation factors in the yellow highlighted cells in place of the sample factors shown in the template. The Offeror shall provide adequate supporting rationale, in the narrative portion of its Price Proposal, for the escalation rates proposed.

Below the escalation factors the proposed direct labor rates for Contract Years 2 through 5 are calculated. The template includes an example, highlighted in green, of these computations. **The example shall be removed from the template when the Offeror submits its Price Proposal.**

The "CY1 Proposed Annual Salary" column shows the annualized salary based on the Offeror's Contract Year 1 Proposed Labor Rate.

The "Source" column is where the Offeror identifies the supporting data source for each labor category (i.e., actual, company bid rate, salary survey, DOL wage determination, collective bargaining agreement).

b) Exhibit 2, Fully Burdened Rates Development Template (FBR-DT): Required of both Prime Offeror and Major Subcontractors

A separate FBR-DT is required for phase-in as well as for each contract year of the effort from the Prime Offeror and is also required from Major Subcontractors.

Offeror's (and Major Subcontractors) are reminded to check the appropriate boxes at the top of the template indicating prime or subcontractor, company name and contract period to which each FBR-DT applies.

As noted towards the top of this template, the columns below the blue area shall be completed by the Prime Offeror in its Price Proposal, while Major Subcontractors will complete only the columns below the yellow area.

This template calculates a weighted average fully burdened labor rate for each Standard Labor Category (SLC) as well as for each "Other" category proposed by the Offeror. For the Prime Offeror, this will be a composite for each labor category comprised of its own FBRs and those of both Major and Minor subcontractors. For Major Subcontractors it will be comprised of their own proposed rates.

In Column A, the Offeror indicates which components of each labor category are comprised of the prime's rates and which are from subcontractors. All the subcontractors comprising each labor category should be shown; both Major and Minor subcontractors. See example in template.

Columns B and C show the NASA SLCs and the Offeror's labor categories.

Column D is where the Offeror indicates the percentage of the existing workforce that it intends to retain for each labor category. The Offeror may propose any percentage per labor category that is based upon the proposed management and technical approach required to accomplish the statement of work. In the example, 100% is shown for Engineer II and 0% for Program Manager for illustrative purposes. Column D applies only to Contract Year 1.

The direct labor rates in Column E should match those shown for the corresponding contract year for each labor category shown in Exhibit 1.

The Prime Offeror must propose a composite FBR for each SLC listed in the Exhibit and for any "other" categories proposed. Subcontractors need only propose FBRs for those categories assigned to them by the Prime.

Columns F through J are where the Offeror enters its indirect cost rates and profit rate. Standard indirect cost categories are included in the template; however, Offerors may modify them as necessary to accommodate their own accounting and estimating systems. Offerors may add rows or columns to facilitate this; however, do not remove any SLC's in the submitted templates.

Column K is where the Prime Offeror and Major Subcontractors (in their Price Proposals) compute their FBRs for each category. This is done by applying the rates in Columns F through J to the direct labor rates shown in Column E. The FBRs in Column K should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

Columns M through T apply only to the Prime Offeror.

For any line in the template where "Prime" is entered into Column A, there will be no entry in Columns M through P. The FBR calculated in Column K will be carried over to Column Q. For those labor categories where a subcontractor (Major or Minor) will be performing a portion of the work, enter the subcontractor's FBR into Column M.

Columns N through P are for additional burdens that the Prime Offeror may add to subcontractor FBRs, if applicable. Samples are shown in the template and may be modified as needed to accommodate the Offeror's accounting and estimating systems. For any such burdens proposed, specify the type of burden, replacing the sample description in the template.

Column Q shows the FBR from column K for any row in which "Prime" is indicated in Column A. For those rows in which a subcontractor is indicated in Column A, Column Q computes the FBR by applying any rates in columns N through P to the subcontractor FBRs in Column M. The FBRs in Column Q should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

Column R, entitled “Estimated Skill Mix” provides the comparative weighting for each labor category. Based upon this weighting, the composite straight-time FBR for each labor category can be computed in Column S. For example, if the “Estimated Skill Mix” was 50/50, then 50% of the Prime’s FBR and 50% of the subcontractor’s FBR is used in determining the overall composite rate for the labor category. The “Estimated Skill Mix” must total to 100% for each labor category. See example in the provided template. The FBRs in Column S should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

Column T, entitled “Weighted Average OT Rate” is provided for the Prime Offeror to indicate the hourly overtime rate for each labor category. The fully burdened overtime rates in Column T should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

c) Exhibit 3, Fully Burdened Rates Summary Template (FBR-ST): Required only of the Prime Offeror

This template is a summary of the fully burdened straight time and overtime labor rates, by contract year, from the FBR-DT (Exhibit 2) templates. **The Offeror must propose a composite FBR for each SLC listed in the Exhibit and for any “other” categories proposed.** This template, from the Prime Offeror’s proposal, will become Attachment J.1(a)3, Exhibit 3 to the contract and the rates contained therein, shall be used for pricing all subsequent task orders under the contract. The non-labor related indirect cost rates (and profit if applicable) for each Contract Year, listed at the bottom of the template, shall be used for application to estimated non-labor direct costs, such as material, travel, training, etc., proposed on task orders under the contract.

d) Exhibit 4, Summary Price Template (SPT) Contract Management: Required only of the Prime Offeror

This template is for pricing out the Offeror’s proposed direct labor hours for the Contract Management requirement. The purpose of this template is to determine the effect of the proposed fully burdened labor rates for all Contract Years. This template is divided into three sections:

The first section addresses the proposed direct productive labor hours. The example in the template shows typical productive labor hours for one (1.0) WYE: 2,080 (52 weeks x 40 hours/week) less ten (10) holidays (10 days x 8 hours), less other paid time off (vacation, sick leave, other) that typically ranges from 80 to 200 hours per year. **Offeror’s should note that the Base Period is inclusive of Phase-in (30 days) and thus the Contract Year 1 Period is for 11 months, therefore proposed productive hours per WYE should be adjusted accordingly. See example in template.**

The Contract Management requirement (Exhibit 4) is for the resources necessary for management and administration of the overall contract (such as Program/Site Manager, Deputy Program Manager, Business Operations Manager, Clerical, etc.). It does not include task managers or project managers who are responsible for a single particular task order; these personnel should be priced under the specific task order they manage. For the Contract Management requirement, Offerors should propose all the resources necessary to manage the overall APASS contract.

In the second section, the Offeror shall list the Fully Burdened Labor Rates from Exhibit 2 for each corresponding labor category listed in the first section of the Summary Price Template (SPT).

In the third section, the productive labor hours proposed in the first section are multiplied by corresponding fully burdened labor rates in the second section to determine the fully burdened labor costs for each labor category.

e) Exhibit 5, Summary Price Template (SPT) IDIQ Pricing Model: Required only of the Prime Offeror

This template is divided into four sections:

The first section addresses the direct productive labor hours. For the IDIQ pricing model (Exhibit 5) the Offeror shall price out the hours provided in the templates. **The hours and labor categories for Exhibit 5 must not be changed.**

In the second section, the Offeror shall list the Fully Burdened Labor Rates from Exhibit 2 for each corresponding labor category listed in the first section of the SPT.

In the third section, the productive labor hours proposed in the first section are multiplied by corresponding fully burdened labor rates in the second section to determine the fully burdened labor costs for each labor category.

The fourth section is for pricing Other Direct Costs (ODC). Other Direct Costs covers such items as materials, supplies, equipment, travel and training. For purposes of proposal submissions, Offerors shall use the values for ODC provided in the exhibit. These amounts represent the Government's current best estimate of contract requirements.

The costs shown in Exhibit 5 for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror's normal accounting practice to do so, include these costs in the base used to compute General and Administrative (G&A) or material handling expense. Offeror's should also show in this section any proposed profit on ODC's, if applicable.

The final line in Exhibit 5 shows the total firm-fixed price for the IDIQ pricing model, which consists of the total fully burdened labor cost plus total Other Direct Costs.

NOTE: B.3 states that the maximum total contract value of work that can be ordered under this contract is \$20,000,00.00. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the SOW.

f) Exhibit 6, Incumbency Assumptions Template: Required of both Prime Offeror and Major Subcontractors

This template is required of the Prime Offeror and all Major Subcontractors. This template provides the Government visibility into the Offeror's intentions pertaining to incumbent employees' salaries/wages and seniority rights for fringe benefits purposes. The Offeror shall select only one option in each category.

In the area entitled "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent salaries/wages, (2) Proposing to not pay current incumbent salaries/wages or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbent employees are being paid; however, the Government wants to understand the Offeror's intentions regarding pay for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining whichever option is selected. If the option "Other" is selected the Offeror must provide details explaining its intentions. Explain how the Offeror's proposed salary/wage structure will allow the Offeror to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled "Seniority Rights," the Offeror shall pick one of the three options: (1) Proposing to maintain seniority right for fringe purposes, (2) Proposing to not maintain seniority right for fringe purposes or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate the current incumbent employees' seniority levels; however, the Government wants to understand the Offeror's intentions regarding seniority rights for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining whichever option is selected. If the option "Other" is selected the Offeror must provide details explaining its intentions. If choosing not to maintain seniority rights, explain how this may affect the Offeror's ability to capture and retain the proposed percentage of the qualified incumbent workforce.

g) Exhibit 7, Minor Subcontractor Template: Required only of the Prime Offeror

The minor subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those that subcontract that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template.

Offeror's should request that minor subcontractors submit fully burdened labor rates for each Contract Year for each SLC or other labor category assigned by the Offeror to the subcontractor.

h) Exhibit 8, Fringe Benefits Analysis of Compensation Package Template: Required of both Prime Offeror and Major Subcontractors

Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

i) Exhibit 9, Personnel and Fringe Benefits Policies: Required of both Prime Offeror and Major Subcontractors

This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Any other items pertinent to the Offeror which are not identified in the template should be added.

j) Exhibit 10, Phase-In Template: Required only of the Prime Offeror

The Phase-In Template is designed to show the total firm-fixed price (including all subcontractor Phase-In costs and profit). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

k) Exhibit 11, Schedule of Subcontracts: Required only of the Prime Offeror

This schedule summarizes the activity proposed to be subcontracted and includes all proposed subcontracts. The following information is required in the template:

- ▣ A brief description of work to be subcontracted;
- ▣ Number of quotes solicited and received;
- ▣ Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- ▣ Subcontractor selected and basis for selection; and Cost or price analysis performed by the Offeror.

(8) Facilities Capital Cost Of Money: If Facilities Capital Cost of Money (FCCM) is proposed, the amount for must be separately identified and computed in accordance with Cost Accounting Standard (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J.1(b), Attachment 2.) NOTE: When FCCM is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit.

(9) Profit: In the narrative portion of the Price Proposal, discuss the Offeror's proposed profit rate and the cost base to which it applies (i.e., all costs, lower Prime rate on subcontractor FBRs, no Prime profit on subcontractor FBRs, lower or no fee on non-labor costs, etc.).

(10) Proposed Prime/Subcontractor Information Summary: All Offerors shall submit a completed Table 1 for the prime, each team member(s) and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater. It is important that all information be complete and

accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

Table L.8-2

Offerors and Subcontractors are to fill-in the <i>italic</i> areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	<i>A brief non-technical description of the work, including identification of the program, project, and period of performance.</i>
Program:	Ames Professional Administrative Support Services (APASS)
Project:	Provide Professional and Administrative Support Services for ARC
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	New Contract
Contract Type:	IDIQ/ FFP Task Orders
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)</i>

Prime Offerors and Major Subcontractors shall perform and provide a copy of a cost or price analysis of their subcontractors as required by FAR 15.404-3(b).

(END OF PROVISION)

L.9 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract (include response to this provision in L.6(b)(2)).

- (i) Who will manage contract
- (ii) Which party possesses background and expertise necessary for contract performance
- (iii) Which party pursued the contract
- (iv) The degree of collaboration in preparation and submission of competitive proposal
- (v) Whether there are discrete tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources
- (vi) The relative amount of work as identified in the Statement of Work (Attachment J.1(a)1), Pricing Template Workbook (Attachment J.1(a)3), and Standard Labor Categories and Descriptions (Attachment J.1(b)4) to be performed by each teaming partner
- (vii) Which party will perform the more complex and costly contract functions
- (viii) The business size of the other parties
- (ix) Which of the parties possess the qualifications relevant to the contract requirements
- (x) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, ARC defines “costs of contract performance incurred for personnel” to mean direct labor, labor overhead (including payroll taxes and benefits), and G&A. “Employees on the concern” means actual direct employees identified on the Offeror’s payroll records for which social security taxes are matched. ARC considers “cost of contract performance” to include all costs throughout contract completion (the full contract period of performance)

Note: For purposes of the Ostensible Subcontractor Rule, major subcontractor is defined by this solicitation as a company that the Offeror anticipates providing at least \$1,000,000 of contract value in support of the Statement of Work effort.

- a) If an 8(a) joint venture is proposed, Offeror will be required to submit a SMALL BUSINESS ADMINISTRATION signed and approved joint venture agreement prior to award of a resultant contract. IF other than 8(a) joint venture the Contracting Officer will determine validity of the joint venture for purpose of contract award.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS**M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the following addresses:

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>provision no.</u>	<u>date</u>	<u>title</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>provision no.</u>	<u>date</u>	<u>title</u>
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION APPROACH

A. General. The contract award will be based on the evaluation of three factors: Management Approach (Volume I), Past Performance (Volume II), and Price (Volume III). Pursuant to NFS 1815.300-70(ii), this source selection will not use numerical scoring. Specific information regarding each factor is provided below.

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the SEC. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government intends to award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest.

(3) The SEC will evaluate proposals in the chronological steps described below:

(i) Formats: If the SEC determines that the Cover letter and any Volume submitted by the Offeror is/are not compliant with the formats specified in L.6, then the entire proposal will be considered non-responsive, it will not be evaluated by the SEC, and it will be returned to the Offeror.

(ii) Page limitations: In accordance with NFS 1815.204-70(b), the Contracting Officer will return one copy of any excess pages removed from the proposal to the Offeror, advising the Offeror that it was over the limit and it will not be evaluated. The Contracting Officer will retain one copy of each Offeror's complete proposal in the official contract file and annotate that any excess proposal pages were not evaluated and were returned to the Offeror.

(iii) The SEC will read and evaluate the Management Approach factor of each proposal and identify a risk rating level as elaborated in section M.3 below.

(iv) In accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), the SEC will evaluate the Past Performance factor. The SEC will document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating. At the discretion of ARC and in accordance with NFS 1815.305(a)(2)(A), the SEC will not assign strengths and weaknesses in the Past Performance factor. The SEC will assign overall confidence ratings to each Offeror based on the definitions of confidence rating levels as elaborated in section M.3 below.

(v) The SEC and the price analyst will review all of the price proposals for completeness. The SEC and the price analyst will also perform a price reasonableness analysis in accordance with FAR 15.4.

(4) Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(5) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(6) The SEC will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

B. Evaluation Factors. There will be three factors of evaluation, (1) Management Approach, (2) Past Performance and (3) Price, as set forth below. Specific information regarding each factor is provided below:

(1) Management Approach (Volume I).

The Government will evaluate Offeror's overall management approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract.

A. Organizational Structure and Contract Management.

The Government will evaluate the Offeror's organizational structure and approach, including the Offeror's response to L.9, SBA Ostensible Subcontractor Rule Information, to perform the functions in the SOW for reasonableness, efficiency, and effectiveness, and rationale for the following:

- How the Offeror's organizational structure maximizes service delivery while maintaining communication and coordination of all performing entities. If the Offeror proposes multiple organizations as being involved in conducting this work, the relationships during the effort, and the identification and integration of their proposed contributions to the work into each part of the proposal, as appropriate. If the Offeror proposes a subcontractor arrangement, the response to paragraph L.9 SBA Ostensible Subcontractor Rule Information in L.6(b)(2).
- The Offeror's responsibilities, functions and levels of autonomy within the organization, as well as the proposed lines of communications between all organizational elements, subcontractors, and the Center customers.
- The Offeror's method for managing the contract in an integrated, coherent and efficient manner. The proposed efficiencies that result from integration and the method(s) for managing and coordinating communications between SOW areas.

B. Staffing, Recruitment, Retention, and Training Plan.

The Government will evaluate the Offeror's approach to, and rationale for, staffing, recruitment, and retention by evaluating the reasonableness, efficiency, and effectiveness of the following:

- Approach and rationale for staffing this contract including methods to attract, recruit, hire, train, and retain qualified management personnel as well as certified, trained, and qualified personnel to meet all contract requirements. How the proposed approach also addressed short notice changes in requirements, employee retention, corporate knowledge retention, morale, productivity, and methods for evaluating employee performance.
- Approach to ensure continuity of services during personnel absences due to sickness, leave, and voluntary or involuntary termination from employment such that disruption to mission accomplishment is minimal.

C. Phase-In Plan.

The Government will evaluate the Offeror's plan and rationale for phase-in to determine reasonableness, efficiency, and effectiveness. The following will be evaluated:

- A weekly schedule of transition activities and completion dates for ensuring the schedule is met and deliverables meet performance standards
- Approach(es) to ensuring efficient continuation of operations during contract turnover.

- Identification of risks associated with all significant phase-in activities and a mitigation approach for each risk.

(2) Past Performance Factor (Volume II).

By acquiring and reviewing information submitted by the Offeror and major subcontractors as well as by sources submitted by the Offeror and each major subcontractor from the L.8(b)(1) list above, the Government will evaluate each Offeror and each proposed major subcontractor's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors and an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding the following relevant areas (as outlined in Section L.8(b)(3)(A) above): Statement of Work Relevance, Quality of Performance, Contract Phase-In, Contract Management and Administration, Standardization and Innovation, and Additional Information.

Past performance may also be evaluated based on information obtained through the Federal Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(3) Price Factor (Volume III)

- a. The price evaluation will be conducted in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offeror as permitted in FAR 15.404-1(g)(3).
- b. The overall price for the Price Factor will be the sum of the prices proposed for the Contract Management requirement (CLINs 01B, 02B, and 03B), and IDIQ pricing model (CLINs 01C, 02C, and 03C). Phase-In (CLIN 01A) will not be included in the total evaluated price, but will be evaluated in terms of reasonableness and risk assessment for selection purposes.
- c. The Government plans to evaluate Offeror's proposed price, including all options, for completeness and reasonableness.

- Completeness: The proposal must cover all requirements in the SOW, include all pricing information required by the RFP, and the Pricing Workbook must be completed as required. The proposal must clearly display the intended unit price and extended calculations and an understanding of how fully-burdened hourly rates were arrived at for each scheduled item.

- Reasonableness: Prices will be examined in comparison with the Independent Government Cost Estimate, prior prices paid, and suitable estimating techniques. The proposed prices for the work must reasonably reflect an understanding of the effort and skills required, and be consistent with the current market.

- d. Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that Offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.
- e. An evaluation of the profit shall also be conducted. The proposed profit will be evaluated for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance as referenced in FAR 15.404-4(a).
- f. Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)

M.3 WEIGHTING AND SCORING

(1) The essential objective of this procurement process is to identify and select the Offeror whose proposal represents the best value considering Management Approach, Past Performance and Price. The evaluation factors are described in M.2 Evaluation Approach.

(2) The Government will accomplish the Management Approach evaluation for each Offeror by assigning one of the following risk rating levels to the overall Management Approach volume:

RATING	DEFINITION	STANDARD
Low Risk	The management approach submitted by the Offeror leaves no or little doubt that the proposed approach will be highly effective throughout the life of the contract.	The Offeror provided all requested information in the proposal. The proposed management approach effectively demonstrates that the Offeror has the ability to provide uninterrupted high-quality work.
Moderate Risk	The management approach submitted by the Offeror leaves some doubt that the proposed approach will be effective throughout the life of the contract.	The Offeror provided all requested information in the proposal. The proposed management approach did not effectively demonstrate that the Offeror has the ability to provide uninterrupted high-quality work.
High Risk	The management approach submitted by the Offeror leaves significant doubt that the proposed approach will be effective throughout the life of the contract.	The Offeror did not provide all requested information in the proposal or the proposed management approach failed to demonstrate that the Offeror has the ability to provide uninterrupted high-quality work.

(3) The Government will accomplish the Past Performance evaluation for each Offeror using the levels of confidence ratings (see below) in accordance with NFS 1815.305(a)(2). The confidence rating assigned to Past Performance will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information.

In accordance with NFS 1815.305(a)(2) past performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(4) Price will be evaluated for completeness and reasonableness.

(5) The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(6) Of the three evaluation factors, Management Approach is moderately more important than Past Performance, and Past Performance is slightly more important than Price. Management Approach and Past Performance, when combined, are significantly more important than Price.

NOTE: Contract award can only be made to a small business concern expressly certified by the Small Business Administration in the SBA's Service-Disabled Veteran-Owned Small Business Concern Program (see Section I.6 FAR clause 52.219-27 Notice Of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)), and meets the requirements of Section I.1 FAR clause 52.219-14, Limitations on Subcontracting (NOV 2011).

(END OF PROVISION)

[END OF SECTION]